

8-017A011

JAN 17 1978

DATE

1978

CC Washington, D. C.



**TIGER LEASING GROUP**

RECORDATION NO. 8999-C Filed & Recorded

JAN 17 1978 -9 25 AM

INTERSTATE COMMERCE COMMISSION

January 13, 1978

RECORDATION NO. 8999-D Filed & Recorded

JAN 17 1978 -9 25 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED  
JAN 17 9 29 AM  
CERTIFICATION UNIT

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Re: Section 20c Filing: North American Car Corporation  
("North American") Lease dated as of July 1, 1977,  
and assignment thereof.

Dear Mr. Secretary:

Enclosed for recording under section 20c of the Interstate Commerce Act are executed counterparts of the Lease Amendment ("Lease Amendment") dated as of December 5, 1977, between North American, 222 South Riverside Plaza, Chicago, Illinois 60606 and Bamerilease, Inc. ("Lessor"), Bank of America Center, P.O. Box 37070, San Francisco, California 94137, and the Assignment Agreement (Assignment of Lease and Agreement) ("Assignment Amendment") dated as of December 15, 1977, by and between Lessor and Continental Illinois National Bank and Trust Company of Chicago, as Agent ("Agent"), 231 S. LaSalle Street, Chicago, Illinois 60693. The Lease to which the Lease Amendment and the Assignment Amendment relate was recording with the Interstate Commerce Commission at 3:40 p.m. on September 16, 1977, and was assigned Recordation No. 8999.

Under the Lease and the Lease Amendment, North American leases the equipment described therein from the Lessor in accordance therewith and assigns to the Lessor as security for North American's obligation under the Lease all amounts due and payable under any sublease of the Equipment or any guaranty thereof. Under the Assignment and the Assignment Amendment the Lessor assigns its interest in the Lease (including its interest in any sublease of the Equipment or guaranty of rentals thereunder) to and agrees with the Agent in accordance therewith.

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$20 as the recording fee for the Lease and the Assignment.

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 20c of the Interstate Commerce Act, you have hereby requested to duly file two of each of the enclosed counterparts for record in your office and to return the remaining counterparts, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

ROGER A. NOBACK  
VICE PRESIDENT—LAW

**NORTH AMERICAN CAR CORPORATION**

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4105 • TELEX 25-5222

Counterparts of H. Harrison

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission  
Page 2

If you have any questions, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. A. Noback", written in a cursive style.

Roger A. Noback  
Vice President - Law

RAN/dal  
enc.

JAN 17 1978 -9 25 AM

**INTERSTATE COMMERCE COMMISSION**

This Amendment Agreement (Assignment of Lease and Agreement) dated as of December 15, 1977, between BAMERILEASE, INC. (hereinafter called the Lessor) and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Agent under a Finance Agreement dated as of July 1, 1977 (hereinafter called the Agent).

WHEREAS pursuant to an Assignment of Lease and Agreement dated as of July 1, 1977 (hereinafter called the Lease Assignment) the Lessor has assigned to the Agent its rights in, to and under the Lease of Railroad Equipment dated as of July 1, 1977 (hereinafter called the Lease) between the Lessor and North American Car Corporation, as Lessee (hereinafter called the Lessee).

WHEREAS the Lease Assignment was filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on September 16, 1977, at 3:40 p.m., recordation number 8999-A.

WHEREAS the Lessor and the Lessee have executed and delivered an amendment of the Lease dated December 5, 1977 (hereinafter called the Lease Amendment).

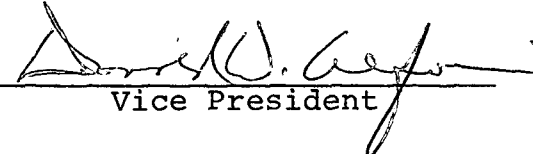
NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:


All references in the Lease Assignment to the Lease shall be deemed to refer to the Lease as amended by the Lease Amendment and all references in the Lease Assignment to the Units shall be deemed to refer to the units of railroad equipment leased under the Lease as amended by the Lease Amendment.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Amendment Agreement to be executed all as of the date first above written.

CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF  
CHICAGO, as Agent,

by

  
Vice President

  
[Corporate Seal]

Attest:


  
Trust Officer

BAMERILEASE, INC.,

by

  
Vice President

by

  
Assistant Vice President

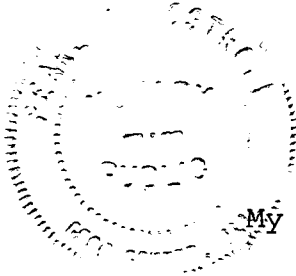
[Corporate Seal]

Attest:

  
Assistant Secretary

State of Illinois) )  
County of Cook ) ss.:

On this 29<sup>th</sup> day of December, 1977, before me personally appeared DONALD W. ALFVIN, to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

  
Gerald J. Ostroff  
Notary Public

My Commission expires 1/19/78

State of California ) )  
City and County of San Francisco ) ss.:

On this 27<sup>th</sup> day of December, 1977, before me personally appeared Walter H. Buck and Logan D. Oliver, Jr. to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Vice President of BAMEERILEASE, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Mary L. Wilson  
Notary Public

My Commission expires April 27, 1980

LESSEE'S SUPPLEMENTAL CONSENT AND AGREEMENT

The undersigned, NORTH AMERICAN CAR CORPORATION (hereinafter called the Lessee), the Lessee named in the Lease (hereinafter, as amended by an amendment thereto dated December 5, 1977, called the Lease) referred to in the Assignment of Lease and Agreement dated as of July 1, 1977, as amended by an amendment dated as of December 15, 1977 (hereinafter, as so amended, called the Lease Assignment), hereby:

(a) acknowledges receipt of a copy of the Lease Assignment Amendment dated as of December 15, 1977;

(b) consents to all the terms and conditions of the Lease Assignment as amended by the Lease Assignment Amendment; and

(c) agrees that all references in the Lessee's Consent and Agreement dated as of July 1, 1977, to the Lease and the Lease Assignment shall be deemed to refer to the Lease, as amended as aforesaid, and the Lease Assignment, as amended as aforesaid.

This Supplemental Consent and Agreement, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Illinois and, for all purposes, shall be construed

in accordance with the laws of said State.

Dated as of December 15, 1977.

NORTH AMERICAN CAR CORPORATION,  
as Lessee.

By   
Vice President

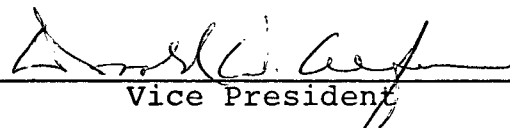
(Corporate Seal)

Attest:

  
Assistant Secretary

The foregoing Amended Consent and Agreement is hereby  
accepted as of the 15th day of December, 1977.

CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF CHICAGO,  
as Agent.

By   
Vice President